

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE LEASE AMENDMENT	LEASE AMENDMENT No. 2
ADDRESS OF PREMISES 201 South 12th Street Arlington, VA 22202-5406	TO LEASE NO. GS-11P-LVA12679 PDN Number: N/A

THIS AMENDMENT is made and entered into between: **CESC CRYSTAL/ROSSLYN L.L.C.**
whose address is:

C/O JBGS/OP Management Services, L.L.C.
4445 Willard Avenue, Suite 400
Chevy Chase, MD 20815

hereinafter called the Lessor, and the **UNITED STATES OF AMERICA**, hereinafter called the Government:

WHEREAS, the parties hereto desire to amend the above Lease.

NOW THEREFORE, these parties for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, covenant and agree that the said Lease is amended, effective upon execution by the Government as follows:

This Lease Amendment (LA) has been issued to reflect the reconciliation of the Initial Office Space Only Tenant Improvement Allowance (TIA), Lease Paragraph 1.08 of the Lease AND the Initial Office Space Only Building Specific Amortized Capital (BSAC), Lease Paragraph 1.11 of the Lease. In accordance with Lease Paragraphs 1.09 A and 1.12 A of the Lease, the Government has the right to return to the Lessor any unused portion of the TIA and BSAC in exchange for a decrease in rent, according to the agreed-upon amortization rate over the Firm Term. Accordingly, the Government and the Lessor agree that as of December 15, 2017, the Government has utilized \$993,651.40 of the \$1,423,958.20 of Initial Office Space Only TIA under the Lease and has utilized \$59,730.52 of the \$630,070.00 of Initial Office Space Only BSAC under the Lease. Consequently, the Government and the Lessor agree that the unused portion of the TIA is in the amount of (b) (4)

Pursuant to Lease Amendment (LA #1), the Government hereby returns such unused TIA and BSAC to the Lessor and the Government's overpayment of the TIA and BSAC as calculated in Exhibit A of this LA and as summarized below:

This Lease Amendment contains 3 pages and Exhibit A.

All other terms and conditions of the lease shall remain in force and effect.

IN WITNESS WHEREOF, the parties subscribed their names as of the below date.

FOR THE LESSOR:

CESC CRYSTAL/ROSSLYN L.L.C.

Signature: (b) (6)

Name: David B. Ritchey

Title: Authorized Signatory

Entity Name:

Date: April 5, 2019

FOR THE GOVERNMENT:

Signature: (b) (6)

Name: Joel T. Berelson

Title: Lease Contracting Officer

GSA, Public Buildings Service,

Date: MAY 06 2019

WITNESSED FOR THE LESSOR BY:

Signature: (b) (6)

Name: James F. Savas

Title: Senior Leasing Coordinator

Date: April 5, 2019

1. The Government is due a one-time lump sum rent credit for the overpayment of rent for TIA in the amount of (b) (4) and a one-time lump sum rent credit for the overpayment of Building Specific Amortized Capital in the amount of (b) (4) for a total one-time lump sum rent credit of \$33,354.87. As established in LA #1, the Lease Commencement Date was established as June 16, 2016. The Government was entitled to 12 months of rent abatement, therefore the one-time lump sum credit applies to the overpayment of rent from the time period of June 16, 2017 through December 15, 2017 (6 months).
2. Both the Initial Office Space TIA and the Initial Office Space BSAC have been amortized over the entire 15 year firm term. Effective December 16, 2017, the annual rent for both the Initial Office Space and the Expanded Office Space shall decrease by a total of \$66,709.75 (consisting of an annual TIA rent reduction of \$28,687.12 plus an annual BSAC rent reduction of \$38,022.63). As detailed below, the escalated annual rent for the Initial Office Space shall decrease from \$726,111.70 to **\$659,401.95**, payable at the rate of \$54,950.16 per month in arrears. The escalated annual rent for the Expanded Office Space shall decrease from \$1,217,120.00 to \$1,153,097.94, payable at the rate of \$96,091.50 per month in arrears.
3. For the Initial Office Space, the portion of the annual rent payment attributable to repayment of unamortized TIA shall be reduced from (b) (4). The portion of the annual rent payment attributable to repayment of the unamortized BSAC shall be reduced from (b) (4).
4. For the Expanded Office Space, the portion of the annual rent payment attributable to repayment of unamortized TIA shall be reduced from (b) (4) for the Expanded Office Space). The portion of the annual rent payment attributable to the repayment of the unamortized BSAC shall be reduced from (b) (4) for the Expanded Office Space).
5. Lease Paragraph 1.03 (Rent and Other Considerations) shall be replaced with the following:

A. For the Initial Office Space through May 9, 2021:

	Annual Rent
Shell Rent ¹	\$435,495.77
Tenant Improvement Rent ²	(b) (4)
Operating Costs ³	(b) (4)
Building Specific Amortized Capital ⁴ (BSAC)	(b) (4)
Parking ⁵	\$0.00
Total Annual Rent	\$659,401.95

1 Shell rent calculation: (Firm Term) \$19.26 per RSF (rounded) multiplied by 22,607 RSF

2 The utilized Tenant Improvement Allowance of (b) (4) per annum over 15 years.

3 Operating Costs: Reflect Administrative Action #1

4 The utilized Building Specific Amortized Capital (BSAC) of (b) (4) per annum over 15 years

5 Not applicable

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B. For the Expanded Office Space (the Initial Office Space and the Expansion Space), the Government shall pay the Lessor annual rent, payable in monthly installments in arrears, at the following rates from May 10, 2021 until Lease Expiration (Expanded Office Space Term):

Annual Rent	
Shell Rent ⁶	\$732,684.43
Tenant Improvement Rent ⁷	(b) (4)
Operating Costs ⁸	
Building Specific Amortized Capital (BSAC) ⁹	
Parking ¹⁰	\$0.00
Total Annual Rent	\$1,153,097.94

6 Shell rent calculation: (Firm Term) \$19.26 per RSF (rounded) multiplied by 38,035 RSF

7 The utilized Tenant Improvement Allowance of (b) (4) from the Initial Office Space continues to be amortized at a rate of (b) (4) per annum over 15 years. The Tenant Improvement Allowance for the Expansion Space is of \$647,934.47 is amortized at a rate of 0 percent per annum over 10 years. In accordance with Lease Paragraph 1.08 of the Lease, a Lease Amendment may need to be issued to adjust the amortization period for the Expansion Space TIA if the term of the Expansion Space is more or less than 10 years.

8 Operating Costs: Reflect Administrative Action #1

9 The utilized Building Specific Amortized Capital (BSAC) for the Initial Office Space of (b) (4) continues to be amortized at a rate of (b) (4) per annum over 15 years

The Additional Building Specific Amortized Capital (BSAC) for the Expansion Space of (b) (4) per annum over 10 years. In accordance with Lease Paragraph 1.11 of the Lease, a Lease Amendment may need to be issued to adjust the amortization period for the Expansion Space TIA if the term of the Expansion Space is more or less than 10 years.

10 Not applicable

6. Effective December 15, 2017, and pursuant to Lease Paragraph 7.02 of the Lease, the Government has utilized \$490,094.01 of the \$902,729.21 of Up-Front Cash Allowance provided by the Lessor. Consequently, the Government and the Lessor agree that the unused portion of the Up-Front Cash Allowance is \$412,635.20. This Up-Front Cash Allowance balance shall continue to be retained by the Lessor, and will continue to be available to the Government through the remainder of the lease term.
7. Remaining TIA and BSAC Allowances: Pursuant to Lease Paragraph 1.08 (Tenant Improvement Allowance) the TIA for the Expansion Office Space only consisting of (b) (4) remains unspent. Pursuant to Lease Paragraph 1.11 (Building Specific Amortized Capital) the BSAC for the Expansion Office Space consisting of (b) (4) remains unspent. Both unspent allowances shall continue to be retained by the Lessor, and will continue to be available to the Government through the remainder of the lease term.

This document shall not constitute a payment obligation until the date of its execution by the United States. As a result, except as specifically discussed elsewhere in this LA, even though payments are to be made retroactively, no moneys whatsoever are due under this agreement until thirty (30) days after its execution.

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